



RICHMOND LEASING COMPANY

1700 WEST LOOP SOUTH • HOUSTON, TEXAS 77027 • 713-877-8040

13238-C

September 17, 1982

RECORDATION NO. 13238-C Filed 1425

SEP 17 1982 12 45 PM

3-860A062

Secretary INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

No. SEP 17 1982

Date.....
Fee \$ 10.00

FEE OPERATION BR.

SEP 17 12 39 PM '82

RECEIVED

Dear Sir:

ICC Washington, D. C.

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission, there is submitted herewith for filing and recordation a Second Supplement to Security Agreement and Chattel Mortgage relating to railroad cars used or intended for use in connection with Interstate Commerce. The Security Agreement to be amended by this document was filed at 4:10 p.m. on September 17, 1981, under Recordation No. 13238, and was amended by a First Supplement to Security Agreement and Chattel Mortgage which was filed at 1:55 p.m. on November 13, 1981, under Recordation No. 13238-A and by a Release of Collateral from Security Agreement and Chattel Mortgage which was filed at 1:55 p.m. on November 13, 1981 under Recordation No. 13238-B.

Please find enclosed three executed counterparts of the Second Supplement to Security Agreement and Chattel Mortgage dated as of September 16, 1981, by and between Richmond Leasing Company, Debtor, and The Variable Annuity Life Insurance Company, Secured Party.

Also please find enclosed a check in the amount of \$10.00 in payment of the recordation fee.

No equipment is being added to or released from the Security Agreement.

The address of Richmond Leasing Company is 1700 West Loop South, Suite 1500, Houston, Texas 77027, and the address of the Variable Annuity Life Insurance Company is 2727 Allen Parkway, Houston, Texas 77019.

You are hereby authorized to deliver the executed copy of the second supplement with the filing data noted thereon to the

C. T. Karpner

C. D. R. R. R.

September 16, 1982

Page two
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

person who is delivering this letter and the foregoing
enclosure to you.

Very truly yours,

RICHMOND LEASING COMPANY



Dale A. Brubaker
Vice-President
DAB:ppk

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

9/17/82

OFFICE OF THE SECRETARY

**Dale A. Brubaker VP
Richmond Leasing Company
1700 West Loop South
Houston, Texas 77027**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/17/82 at 12:45pm, and assigned re-recording number(s). 13238-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13238-C Filed 1425

SEP 17 1982 12 45 P.M.

INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENT TO SECURITY AGREEMENT AND
CHattel MORTGAGE

This Second Supplement dated as of September 16, 1982, to the Security Agreement and Chattel Mortgage dated September 15, 1981 as amended by the First Supplement to Security Agreement and Chattel Mortgage ("First Supplement") dated November 12, 1981 and the Release of Collateral from Security Agreement and Chattel Mortgage ("Release") dated November 12, 1981 (hereinafter collectively called the "Security Agreement") by and between Richmond Leasing Company ("Debtor"), and The Variable Annuity Life Insurance Company ("Secured Party"):

WITNESSETH:

WHEREAS, the Security Agreement and Chattel Mortgage was filed with the Interstate Commerce Commission on September 17, 1981 under Recordation No. 13238, the First Supplement was filed with the Interstate Commerce Commission on November 13, 1981 under Recordation No. 13238-A, and the Release was filed with the Interstate Commerce on November 13, 1981 under Recordation No. 13238-B;

WHEREAS, the Promissory Note (the "Note") whose payment is secured by the Security Agreement, said Note being dated September 18, 1981 in the original principal amount of Ten Million Dollars (\$10,000,000), has been renewed and extended by a certain promissory note (the "Extension Note") dated September 18, 1982 in the original principal amount of Ten Million Dollars (\$10,000,000) executed by Debtor payable to the order of Secured Party;

WHEREAS, the purpose of the Extension Note and this Second Supplement is to extend the maturity date of said Note until December 31, 1982; and

WHEREAS, the parties desire to amend the Security Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The security interest created by the Security Agreement is hereby expressly acknowledged by Debtor to be a

valid and subsisting lien against the Collateral, and it is expressly agreed that said lien is hereby renewed, extended and continued in full force and effect to secure payment of the Extension Note. All references to the "Note" in the Security Agreement shall be deemed to refer to the Extension Note and any extension or renewals thereof.

2. Debtor represents, warrants and agrees that:

(a) This Second Supplement has been duly authorized, executed and delivered by Debtor and constitutes a legal, valid and binding instrument, enforceable against Debtor in accordance with its terms, subject to applicable bankruptcy laws and other similar laws affecting the enforcement of creditors' rights.

(b) Debtor has obtained all governmental consents, approvals and authorizations necessary for the valid execution and delivery of this Second Supplement.

(c) The authorization, execution and delivery of this Second Supplement and the performance by Debtor of the obligations contained herein will not constitute a breach of any other agreement or instrument to which Debtor is a party or by which Debtor is bound.

(d) Except for instruments perfecting Secured Party's security interest under the Note, no Financing Statement, Security Agreement or Chattel Mortgage covering the Collateral is on file in any public office; except for the security interest granted in the Security Agreement and in this Second Supplement, there is no lien, security interest or encumbrance in or on the Collateral; and the Debtor is the owner of the Collateral.

(e) As of the date hereof, no Event of Default has occurred which has not been cured or waived.

3. The Security Agreement, as hereby amended, remains in full force and effect and is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

4. Terms used in this Second Supplement shall have the respective meanings given them in the Security Agreement.

5. This Second Supplement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. This Second Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Second Supplement.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective duly authorized officers, and have caused there respective corporate seals to be affixed hereto.

Effective as of the date first written above.

RICHMOND LEASING COMPANY

By: Dele G. Burleson
Title: Vice President - Finance

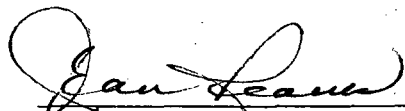
THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY

By: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 16 day of September, 1982, before me personally appeared Steve A. Brubaker, to me personally known, who being by me duly sworn, says that he is the V.P. Finance of Richmond Leasing Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]



Notary Public in and for
the State of Texas

My Commission Expires:

2-28-84

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of September, 1982, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of The Variable Annuity Life Insurance Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Notary Public in and for
the State of Texas

My Commission Expires:

SECOND SUPPLEMENT TO SECURITY AGREEMENT AND
CHattel MORTGAGE

This Second Supplement dated as of September 16, 1982, to the Security Agreement and Chattel Mortgage dated September 15, 1981 as amended by the First Supplement to Security Agreement and Chattel Mortgage ("First Supplement") dated November 12, 1981 and the Release of Collateral from Security Agreement and Chattel Mortgage ("Release") dated November 12, 1981 (hereinafter collectively called the "Security Agreement") by and between Richmond Leasing Company ("Debtor"), and The Variable Annuity Life Insurance Company ("Secured Party"):

W I T N E S S E T H:

WHEREAS, the Security Agreement and Chattel Mortgage was filed with the Interstate Commerce Commission on September 17, 1981 under Recordation No. 13238, the First Supplement was filed with the Interstate Commerce Commission on November 13, 1981 under Recordation No. 13238-A, and the Release was filed with the Interstate Commerce on November 13, 1981 under Recordation No. 13238-B;

WHEREAS, the Promissory Note (the "Note") whose payment is secured by the Security Agreement, said Note being dated September 18, 1981 in the original principal amount of Ten Million Dollars (\$10,000,000), has been renewed and extended by a certain promissory note (the "Extension Note") dated September 18, 1982 in the original principal amount of Ten Million Dollars (\$10,000,000) executed by Debtor payable to the order of Secured Party;

WHEREAS, the purpose of the Extension Note and this Second Supplement is to extend the maturity date of said Note until December 31, 1982; and

WHEREAS, the parties desire to amend the Security Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The security interest created by the Security Agreement is hereby expressly acknowledged by Debtor to be a

valid and subsisting lien against the Collateral, and it is expressly agreed that said lien is hereby renewed, extended and continued in full force and effect to secure payment of the Extension Note. All references to the "Note" in the Security Agreement shall be deemed to refer to the Extension Note and any extension or renewals thereof.

2. Debtor represents, warrants and agrees that:

(a) This Second Supplement has been duly authorized, executed and delivered by Debtor and constitutes a legal, valid and binding instrument, enforceable against Debtor in accordance with its terms, subject to applicable bankruptcy laws and other similar laws affecting the enforcement of creditors' rights.

(b) Debtor has obtained all governmental consents, approvals and authorizations necessary for the valid execution and delivery of this Second Supplement.

(c) The authorization, execution and delivery of this Second Supplement and the performance by Debtor of the obligations contained herein will not constitute a breach of any other agreement or instrument to which Debtor is a party or by which Debtor is bound.

(d) Except for instruments perfecting Secured Party's security interest under the Note, no Financing Statement, Security Agreement or Chattel Mortgage covering the Collateral is on file in any public office; except for the security interest granted in the Security Agreement and in this Second Supplement, there is no lien, security interest or encumbrance in or on the Collateral; and the Debtor is the owner of the Collateral.

(e) As of the date hereof, no Event of Default has occurred which has not been cured or waived.

3. The Security Agreement, as hereby amended, remains in full force and effect and is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

4. Terms used in this Second Supplement shall have the respective meanings given them in the Security Agreement.

5. This Second Supplement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. This Second Supplement may be signed by each party hereto upon a separate copy in which event all of said copies shall constitute a single counterpart of this Second Supplement.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective duly authorized officers, and have caused there respective corporate seals to be affixed hereto.

Effective as of the date first written above.

RICHMOND LEASING COMPANY

By: _____
Title: _____

THE VARIABLE ANNUITY LIFE
INSURANCE COMPANY

By: Andrew Delaney
Title: SENIOR VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this _____ day of September, 1982, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of Richmond Leasing Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Notary Public in and for
the State of Texas

My Commission Expires:

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 16th day of September, 1982, before me personally appeared Andrew Delaney, to me personally known, who being by me duly sworn, says that he is the Sr. V. President of The Variable Annuity Life Insurance Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Susan Miller

Notary Public in and for
the State of Texas

My Commission Expires:
10-1-83